

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF AUSTIN AND
THE LOWER COLORADO RIVER AUTHORITY CONCERNING
LABORATORY TESTING SERVICES**

THIS AGREEMENT is made and entered into by and between the City of Austin, a Texas home-rule municipal corporation ("Austin") and the Lower Colorado River Authority, a conservation and reclamation district of the State of Texas ("LCRA") pursuant to the Texas Interlocal Cooperation Act (Texas Government Code, Chapter 791).

WHEREAS, Austin and LCRA are each engaged in analytical testing of wastewater, sludges, soils, and drinking water; and

WHEREAS, LCRA has the necessary equipment and personnel and has developed the experience and expertise to maintain and repair instruments, and perform laboratory testing on samples; and

WHEREAS, Austin is unable to process all testing services necessary due to volume and instrumentation that is inoperable;

WHEREAS, LCRA is willing to perform analytical testing services on various matrices, including wastewater, sludges, soils, and drinking water, provided by Austin upon the following terms and conditions.

NOW THEREFORE for and in consideration of the premises, and the mutual covenants and agreements set forth below, and other good and valuable consideration, Austin and LCRA agree as follows:

I. SCOPE OF SERVICES

1. Upon request by Austin, LCRA agrees, subject to the availability of personnel, facilities and equipment, to provide analytical testing services ("Services") on samples provided by Austin subject to the terms and conditions hereof.
2. Performance of Services hereunder shall be initiated by an email from Austin to LCRA with a chain-of-custody that itemizes the samples and the requested analyses . The email shall identify the Services to be performed and provide a schedule for the performance of the Services.
3. The Services in this Agreement are not exclusive and nothing in this Agreement shall require Austin to have Services performed by LCRA or prohibit LCRA from performing similar Services for others.
4. In the provision of Services, LCRA shall conform to the timelines outlined in the Deliverables Matrix, Exhibit A.

II. COMPENSATION

1. Austin shall compensate LCRA for performance of the Services based on the prices listed in the Cost Matrix, Exhibit B. During the term of this Agreement, any pricing modifications shall be in writing and is subject to the approval of Austin and LCRA. Prior to provide any testing services, LCRA will provide a cost estimate to Austin and Austin will approve the cost estimate. The total cost to Austin for performance

of the Services by LCRA during the term of this Agreement shall not exceed **one hundred and seventy thousand dollars (\$170,000) per year for a total not to exceed Agreement amount of eight hundred fifty thousand dollars (\$850,000) for the initial five year term.**

2. LCRA shall provide a separate statement of charges for each set of samples by project. LCRA shall provide a statement of charges that include:

- i. Sample Collection Date
- ii. Sample Receipt Date
- iii. City's Sample Identification Code as referenced on the Chain-of-Custody form
- iv. Analysis Date
- v. Report Date
- vi. List of samples with respective parameter/method codes being billed
- vii. Unit cost per parameter/method and extended cost based on discount
- viii. Subtotal cost per set of samples
- ix. Total cost per project

3. LCRA shall provide accurate invoice(s) on a monthly basis. In the event that an invoice discrepancy occurs, LCRA will make appropriate changes to the invoice and provide Austin with a new invoice that includes a new invoice date. The final form and content of the invoice billing is subject to review and acceptance by Austin.

4. Austin shall pay LCRA at the address shown on its invoice the amount due within thirty (30) days after receipt. Interest on delinquent accounts shall accrue at the rate of 1% per month (12.0% A.P.R.). Notwithstanding the above, in no event shall interest be charged exceeding the maximum allowed by Texas law.

5. Austin's obligations hereunder are payable only and solely from current funds appropriated and available for the purpose of this purchase. Lack of funds appropriated and available shall render this Agreement null and void to the extent that funds are not appropriated. Austin agrees that it shall not request services for which funds have not been appropriated and are not available.

III. TERM

1. The Agreement shall commence upon execution, unless otherwise specified, and shall remain in effect for an initial term of five years. The Agreement may be extended thereafter for an additional five year term, subject to the approval of Austin and LCRA.

2. Either party may terminate this Agreement for convenience upon one hundred twenty (120) days

prior written notice to the other party. Upon termination of this Agreement for convenience, (i) LCRA shall immediately discontinue work and shall thereafter perform only those services expressly required to be completed as necessary to effectively conclude the Services previously commenced, and (ii) LCRA shall be compensated for all Services performed, and material and equipment furnished, up to the effective date of termination as provided above.

IV. LABORATORY SERVICES

1. LCRA shall provide appropriate sample collection bottles, shipping containers, and shipping materials to comply with and as mandated in 40 C.F.R. 136 Final Rule effective September 27, 2017 and 40 C.F.R. 141.
2. LCRA is responsible for pick up and shipment of samples and shall assume charges for testing aborted due to problems in sample transportation.
3. LCRA shall assume responsibility for the custody of samples and the protection of their integrity, and LCRA shall perform all necessary actions and documentation to maintain strict chain-of-custody on all samples from Austin.
4. LCRA shall be available to receive samples five (5) days a week during normal working hours of 8:00 a.m. to 5:00 p.m. LCRA must arrange for sample pick up (following notification from Austin) at no more than once per business day, unless Austin and LCRA can accommodate any unexpected sample arrivals from Austin's Environmental Analytical Services (EAS) Laboratory located at the Walnut Creek Wastewater Treatment Plant located at 7113. E. M.L.K. Blvd., Austin, Texas; 78724.
5. LCRA shall provide testing services with routine turnaround times of fourteen (14) days or less. The turnaround time is measured from the time the sample is relinquished to LCRA, to the time the final, approved report is received by Austin from LCRA.
6. LCRA shall be capable of providing emergency testing services with expedited turnaround times of forty-eight (48) hours or less. The turnaround time is measured from the time the sample is relinquished to LCRA, to the time the final, approved report is received by Austin from LCRA. It is understood that this requirement excludes any analyses which require longer than twenty-four (24) hours to prepare or extract.
7. LCRA shall notify Austin if they cannot meet the reporting turnaround time. Notification must be made before the turnaround time limit expires and must include an estimated time of completion. At that time Austin (solely) will have the option of requesting the sample analysis to continue, or the option of refusal of service, with no charges billed to Austin. If requested, the properly preserved sample remainder must be returned to Austin.
8. LCRA shall designate a Project Manager. Analytical results shall be reviewed and approved by the designated Project manager or authorized backup. All services and reports shall be under the direction and responsibility of the Project manager, who will sign all final reports.
9. LCRA shall notify Austin when sample analyses will be subcontracted to another lab in advance of the analyses. In addition, LCRA must provide a copy of the Certificate of Accreditation and the Fields of Accreditation of the subcontracted laboratory.

10. LCRA shall perform chain-of-custody documentation; store, preserve, and analyze the samples; in accordance with the procedures published in the most current Environmental Protection Agency (EPA) Approved Methods as published in the 40 C.F.R. Parts 136 and 141.
11. LCRA shall ensure that all State mandated reporting limits are met for all analyses performed by LCRA and for any analyses performed by a subcontracted laboratory.
12. LCRA must retain test results, chromatograms, mass spectra reports, and accompanying quality control data for a period of no less than five (5) years from date of test. In the event an audit is initiated, LCRA will maintain the records until such time as the audit is satisfactorily complete.
13. LCRA shall provide analytical reports that contain all documentation pertaining to the analyses as required by the test method, chain-of-custody documentation, and a summary report of the results as well as case narratives for any analytical or quality assurance anomalies encountered.
14. LCRA shall have the capability to electronically deliver data by EDD and/or Web Portal.

V. STANDARDS AND INSPECTIONS

LCRA shall perform all work hereunder in a good and workmanlike manner in accordance with the work order specifications and applicable industry standards and codes. Austin shall have the right of inspection at all reasonable times during the performance of the work and prior to acceptance of the work. In the event that such inspection reveals that such work has not been performed in accordance with the above standards, LCRA shall either re-perform such work at no cost to Austin, or refund to Austin all amounts paid by Austin for such work.

VI. INSURANCE

LCRA is a political subdivision of the State of Texas and is subject to the doctrine of sovereign immunity except where expressly waived by legislation. LCRA is also self-insured to the limits of its potential liability with respect to Worker's Compensation and self-insured for motor vehicle use and other acts which are within the scope of the Texas Tort Claims Act (TEX. CIV. PRAC. REM. CODE Section 101.021).

VII. NOTICES

Correspondence, notices and invoices shall be in writing and mailed, faxed, e-mailed or delivered to the other party as follows, or at such other address as a party may from time to time designate in writing. All notices, correspondence or invoices shall be effective upon receipt.

To Austin:
City of Austin
Austin Water
P.O. Box 1088
Austin, Texas 78767-8845
Attn: Contract Management Supervisor

To LCRA:
Lower Colorado River Authority
3505 Montopolis Drive
Austin, TX 78744
Attn: Ariana Dean

VIII. MISCELLANEOUS

1. This Agreement constitutes the entire understanding of the parties relating to the subject matter hereof; there shall be no modification or waiver hereof except by writing, signed by the party asserted to be bound thereby.
2. Representatives of the Office of the City Auditor for the City of Austin or other authorized representatives of Austin shall have access to, and the right to audit, examine, or reproduce any and all records of LCRA related to the performance of this Contract. LCRA shall retain all such records for a period of three years after final payment is made under this Contract or until all audit and litigation matters that Austin has brought to the attention of LCRA are resolved, whichever is longer; provided, however, that if LCRA's record retention schedule allows for a shorter retention period for such records, LCRA's record retention schedule will govern the documents. LCRA agrees to refund Austin any overpayments disclosed by any such audit.
3. The awarding or continuation of this Agreement is dependent upon the availability of funding and authorization by Council. Austin's payment obligations are payable only and solely from funds appropriated and available for this Agreement. The absence of appropriated or other lawfully available funds shall render the Agreement null and void to the extent funds are not appropriated or available. Austin shall provide LCRA written notice of the failure of Austin to make an adequate appropriation for any fiscal year to pay the amounts due under the Agreement, or the reduction of any appropriation to an amount insufficient to permit Austin to pay its obligations under the Agreement. In the event of non- or inadequate appropriation of funds, there will be no penalty or removal fees charged to Austin.
4. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors and assigns; provided, however, that neither party may assign this Agreement or subcontract the performance of Services hereunder, in whole or in part, without the prior written consent of the other party.
5. No failure or delay on the part of a party to exercise any right or remedy shall operate as a waiver of such right or remedy, nor shall any single or partial exercise of any right or remedy preclude any further or other exercise of any such right or remedy. All rights and remedies under this Agreement are cumulative and shall not be deemed exclusive of any other rights or remedies provided by law.
6. If any section or part of this Agreement is declared invalid by any Court of competent jurisdiction, such decree shall not affect the remainder of this Agreement, and such shall remain in full force and effect with the deletion of the part declared invalid.
7. The parties hereto agree and intend that all disputes which may arise from, out of, under or respecting the terms and conditions of this Agreement, or concerning the rights or obligations of the parties hereunder, or respecting any performance or failure of performance by either party hereunder, shall be governed by the laws of the State of Texas. The parties further agree and intend that venue shall be proper and shall lie exclusively in Travis County, Texas.

IN WITNESS WHEREOF, the undersigned have executed this Agreement in Austin, Travis County, Texas.

Lower Colorado River Authority

By: Dabjucha 

Title: Director, Environmental Laboratory Services

Date: 9/14/18

Approved as to form: _____

City of Austin

by: [Signature]

Title: DIRECTOR, AUSTIN WATER

Date: 9/26/18

Approved as to form: _____

Exhibit A

Deliverables	Description	Timeline (due/completion date, reference date, or frequency)	Performance Measure/ Acceptance Criteria
Bottles/supplies	Appropriate sample collection bottles, shipping containers, and shipping materials	3 days from the time of the request	100% compliance
Sample Pick Up	Contractor picks up samples at the EAS Lab	Same day the pick-up is requested if before 3pm. Otherwise samples will be picked up the following business day morning	100% compliance
Analytical reports with standard turnaround time	Approved analytical report	14 days from the time the samples are picked up from Contractor	95% compliance
Analytical reports with expedited turnaround times	Approved analytical report	48 hours from the time the samples are picked up from Contractor	95% compliance
Statement of charges	An itemized listing of all charges associated with an analytical report	At the time the analytical report is submitted to the EAS Lab.	100% compliance
Invoices	A monthly invoice for all charges in the previous month	The 7 th day of the month	95% compliance
Accreditation Status	Copy of Certificate of Accreditation and Fields of Accreditation.	10 working days of receipt of new certificate	100% compliance
Accreditation Status of subcontracted laboratory	Copy of Certificate of Accreditation and Fields of Accreditation.	Prior to sending samples to the subcontracted laboratory	100% compliance
Updated reporting limits	A comprehensive list of updated reporting limits for any parameters where there has been a change from the original list.	10 working days from the date of the change.	100% compliance

Exhibit B Price Matrix

Line Number	Analysis	Unit	Cost/sample (in dollars) Standard TAT	Cost/sample (in dollars) 48 hr. TAT
1	EPA 524.2, THM's	EA	125	250
2	EPA 524.2, Purg, Org. Compounds	EA	125	250
3	Acetone/MeCl by EPA 524	EA	125	250
4	Acetates/IPA by 1666 Expansion	EA	412	824
4.1	Acetates/IPA by 1666 Long List Expansion	EA	988	1976
5	Acrolein/Acrylonitrile (EPA 624)	EA	173	346
6	Volatiles Org. – EPA 624	EA	173	346
7	BTEX by EPA 624	EA	125	250
8	EPA 632 – Carbaryl, Diuron	EA	225	450
9	Chromium, (Trivalent) – Calculation	EA	10	20
10	Chromium, (Hexavalent)	EA	31	62
11	Full TCLP	EA	938	N/A
12	EPA 8015-Propylene Glycol, etc.	EA	219	438
13	Cyanide, Total (4500-CN-C, E) – AQ	EA	69	138
14	Cyanide, Amenable (4500-CN-G,C, E)	EA	69	138
15	Cyanide, Total (EPA 9014) – Sludge	EA	37	74
16	Herbicides by GC (EPA 615)	EA	220	480
17	Organohalide Pesticides (EPA 617)	EA	180	
18	Hexachlorophene – EPA 604.1	EA	225	450
19	Mercury, Total (ag/soil with Dig) E245.1 (AQ)	EA	(AQ) 44.00	88
	Mercury, Total (ag/soil with Dig) E7471 (S)	EA	(S) 72.00	144
20	Pesticides by GC (8270)	EA	163	326
	(PCBs analyzed by 8082) - sludge	EA	100	200
21	Organophosphorus Pest. (EPA 1657)	EA	313	626
22	Pesticides by GC (8081/Analyzed by E8270) – sludge	EA	163	326
23	Pesticides/PCB's by GC (608) – Aqueous	EA	338	776
24	Phenols, Total (420.1) – AQ	EA	37	74
25	Phenols, Total (EPA 9065) - Sludge	EA	93	186
26	Semi volatiles (EPA 625)	EA	434	868
27	TPH – Aqueous – TNRCC 1005	EA	60	120
28	Total Solids	EA	18	36
29	Anions (EPA 300.)	Per sample	60	120
30	Total Kjeldahl Nitrogen (Aq)	EA	46	92
31	Total Kjeldahl Nitrogen (soil)	EA	58	116
32	Metals (EPA 200.7: Fe, Ca, Na, K, Mg)	EA	60	120
33	Total Phosphorous	EA	40	80
34	Total Organic Carbon (TOC)	EA	40	80

Exhibit B Price Matrix

35	Conductivity (AQ)	EA	40	80
	Conductivity (S)	EA	55	110
36	Propylene Glycol, EPA 8015	EA	219	438
37	EPA 200.7 metals	Per sample	60	120
38	EPA 200.8, standard RL	Per sample	60	120
39	EPA 6010 (metals in sludge)	EA	97	194
40	Mercury, solids (EPA 7471)	EA	72	144
41	Mercury, ag (EPA 245.1)	EA	44	88
42	Metals, 200.8, LL	Per sample	183	366
43	TCEQ Lead and Copper Program	Per sample	40	80
44	EPA UCMR4 Program (samples sites and quantities determined by EPA) – includes ELS sampling and analysis.	Total per program	30,641.00	N/A
45	ELS Courier Fee	Per trip	25	25
46	Additional parameters requested by Austin, quoted per project basis	EA	TBD	TBD



M E M O R A N D U M

**City of Austin
Financial Services Department
Purchasing Office**

DATE: October 17, 2018
TO: Memo to File
FROM: Georgia Billela, Procurement Specialist III
RE: MA 2200 NA190000001

This Master Agreement Contract was created and administered by Austin Water. All original documents are located with the department. The Purchasing Office is not responsible for any procurement action for this Master Agreement Contract other the creation of the payment mechanism for accounting purposes.